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### **A. Blaze Credit Union Digital Banking Service Agreement and Disclosure**

This Blaze Credit Union Digital Banking Service Agreement and Disclosure ("Agreement") is the contract which covers your and our rights and responsibilities concerning Blaze's Digital Banking Service offered to you by Blaze. Blaze's Digital Banking Service permits you to electronically initiate account transactions involving your accounts and communicate with Blaze. This Agreement and Disclosure describes the Electronic Funds Transfer (EFT) services and the terms for using them. Please read and retain with your records.

In this Agreement, the words "you", "your" and "yours" mean those who request and use Blaze's Digital Banking Service, any joint owners of accounts accessed under this Agreement or any authorized users of this service. The words "we," "us," "Credit Union" and "our" mean Blaze Credit Union. The word "account" means any one or more accounts you have with Blaze. By requesting and using Blaze's Digital Banking Service, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments that Blaze is required to deliver to you. You should print a paper copy of this agreement and retain the copy for your records.

**BLAZE CREDIT UNION DIGITAL BANKING SERVICE.** Our web address is [www.blazecu.com](http://www.blazecu.com)

**ACCOUNT ACCESS.** Once you enroll in Blaze's Digital Banking Service, you may use your personal computer or mobile device to access your accounts. Blaze's Digital Banking Service is normally accessible seven (7) days a week, twenty-four (24) hours a day, with the exception of short periods for scheduled maintenance and/or upgrades. Use of this service requires a personal computer or approved mobile device connected through an Internet or mobile service provider and with a web browser and access to the Internet. You are responsible for the installation, maintenance and operation of any software and your computer. Blaze will not be responsible for any errors or failures involving any telephone service, Internet service, software installation or your computer.

By entering into this Agreement, you accept the terms and conditions contained herein as well as those included in the Personal Terms and Conditions or Business Terms and Conditions, Electronic Funds Transfer Agreement and Disclosure, Privacy Policy, Rates Schedule and the Fee Schedule and transactions involving a line of credit account will be subject to your loan agreement and disclosures, as applicable.

**TRANSFER AND SERVICE LIMITATIONS.** The following limitations on Blaze's Digital Banking Service transactions may apply in using the services listed above.

- A. **Transfers.** You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your Account or Loan Agreements. Blaze reserves the right to refuse any

transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance or otherwise require us to increase our required reserve on the account.

- B. **Account Information.** The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to our Funds Availability Policy, found in the Personal Terms and Conditions or Business Terms and Conditions.
- C. **Email and Secure Messaging.** You may use secure messaging in Digital Banking or email to send messages to us. Messaging may not, however, be used to initiate a transfer on your account, a password change or a stop payment request. We may not immediately receive communications that you send and we will not take action based on secure messaging or email requests until we actually receive your message and have a reasonable opportunity to act. If you need to contact Blaze immediately regarding an unauthorized transaction or stop payment request, you may call us at the telephone number set forth in the Liability for Unauthorized Access section.

**SECURITY OF YOUR PASSWORD.** Access to your accounts requires utilization of a password. Your password is confidential and selected by you. Your password should not be disclosed to third parties or recorded. You are responsible for the safekeeping of your password. You may change your password at any time. You agree not to disclose or otherwise make your password available to anyone not authorized to sign on your accounts. If you disclose your password to another person, whether it is intentional, accidental or negligent action, you are responsible for any such action. If you fail to maintain the security of your password and Blaze suffers a loss, we may terminate your use of Blaze's Digital Banking Service and account services immediately. You waive all present and future claims against Blaze and release Blaze from all responsibility for loss or damage not caused by Blaze's negligence which you might incur through unauthorized transactions of any kind from your account(s) through the custody or use of your password.

**LIABILITY FOR UNAUTHORIZED ACCESS.** You are responsible for all transactions you authorize under this Agreement. If you permit other persons to use Blaze's Digital Banking Service or your password, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your password or accessed your accounts through Blaze's Digital Banking Service without your authorization. Calling us promptly is the best way of keeping your possible losses down. If you tell us within two (2) business days, you can lose not more than fifty dollars (\$50) if someone accesses your accounts without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or password, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as five hundred dollars (\$500).

Also, if your statement shows Blaze's Digital Banking Service transactions that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from performing transactions if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe that unauthorized access has occurred or someone has used your password or has completed transactions from your account without your permission, call Blaze at 651.215.3500 or 888.347.7473 or write to us at:

Blaze Credit Union  
2025 Larpenteur Ave W  
Falcon Heights, MN 55113

**BUSINESS DAYS.** Our business days are Monday through Friday, excluding federal holidays.

**FEES AND CHARGES.** There are no charges for using Blaze's Digital Banking Service. However, any fees applicable to your accounts with Blaze, as set forth on Blaze's Fee Schedule, will apply. From time to time, the charges may be changed. We will notify you of any changes as required by law. If you request a transfer from your line of credit account, such transactions may be subject to charges under the terms and conditions of your loan agreement.

**PERIODIC STATEMENTS.** Transactions completed through Blaze's Digital Banking Service will be recorded on your periodic statement. Monthly statements will be sent to Checking accounts or accounts with electronic fund transfers. All accounts will receive a statement at least quarterly.

**ACCOUNT INFORMATION DISCLOSURE.** We will disclose information to third parties about your account or the transfers you make:

1. As necessary to complete transactions.
2. To verify the existence of sufficient funds to cover specific transactions upon the request of a payee or a third party, such as a credit bureau or merchant.
3. To comply with government agency or court orders.
4. If you give us your written permission. If permission is given to us by you, we may require it to be in writing.
5. To collect information for internal use, the use of our service providers and our servicing agents and contractors.
6. It involves a claim by or against us concerning a deposit to or withdrawal from your account.
7. Where otherwise required or permitted under state or federal laws and/or regulations.

**PERSONAL INFORMATION.** You agree to promptly update your user information with us if your email address or other information changes.

**BLAZE'S LIABILITY FOR FAILURE TO MAKE TRANSFERS.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you and the instructions you transmit, we will be liable for your actual losses or damages. However, Blaze will not be liable:

- If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed or the transaction amount would exceed your credit limit on your line of credit, if applicable.

- If you used the wrong password or you have not properly followed any applicable computer, Internet access or Blaze user instructions for making transactions.
- If your computer fails or malfunctions or Blaze's Digital Banking Service was not properly working and such problem should have been apparent when you attempted such transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold or legal process, such as garnishment, levy, attachment or other claim.
- If you have not given Blaze complete, correct and current instructions so Blaze can process a transaction.
- If the error was caused by a system beyond Blaze's control, such as your Internet service provider.
- If the recipient was a merchant or institution that you are not permitted to designate.

**TERMINATION OF BLAZE CREDIT UNION DIGITAL BANKING SERVICE.** We may terminate this Agreement and your use of Blaze's Digital Banking Service, and any other services available through Digital Banking, if you or any authorized user of your account or password, breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your account or password. Blaze reserves the right to terminate access to Digital Banking, and any other services available through Digital Banking, after one hundred eighty (180) days of inactivity.

You or any other party to your account can terminate this Agreement by notifying us. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

**NOTICES.** Blaze reserves the right to change the terms and conditions upon which this service is offered. Blaze will mail or electronically send notice to you before the effective date of any change, as required by law. Use of Blaze's Digital Banking Service is subject to existing regulations governing your accounts and any future changes to those regulations.

**BILLING ERRORS. (does not apply to international remittance transfers):** In case of errors or questions about your Blaze's Digital Banking Service transactions, call us at the phone number or write to us at the address set forth above in the Liability for Unauthorized Access section as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

By Telephone: 651.215.3500 or 888.347.7473

By U.S. Mail: 2025 Larpenteur Ave W, Falcon Heights, MN 55113

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days. So that we may fully investigate your complaint, we may ask you to provide additional information to the extent allowed by law. We will determine whether an error occurred within 10 business days (5 business days for debit Card POS transactions) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45\* days (90 days if the transfer involved a POS transaction or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10\*\* business days (5 business days for debit Card POS transactions) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. We will tell you the results within three business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. See Fee Schedule for any fees associated with such copies.

\*For errors involving new accounts, point of sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question.

\*\*For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

**ENFORCEMENT.** You agree to be liable to Blaze for any liability, loss or expense as provided in this Agreement that Blaze incurs as a result of any dispute involving your accounts or services. You authorize Blaze to deduct any such liability, loss or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings or any post-judgment collection actions, if applicable.

**GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of Minnesota, and the Bylaws of Blaze as they now exist or may be hereafter amended. You understand that we must comply with these laws, regulations and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation or rule, the terms of this Agreement will prevail to the extent any such law, regulation or rule may be modified by agreement between us.

## **B. Blaze Credit Union eDocuments Agreement and Disclosure**

### **DEFINITIONS**

The following Agreement describes the terms agreed to between Blaze Credit Union (referred to as "we", "us", "our" and "Credit Union") and the Member (referred to as "you", "your" and "yours").

### **eDOCUMENTS AGREEMENT**

This Agreement is a contract that establishes the terms covering the electronic delivery of your periodic account statement(s) and Notice(s). By entering into this Agreement, you accept the terms and conditions contained herein as well as those included in the Personal Terms and Conditions or Business

Terms and Conditions disclosure and any other agreements related to specific accounts with Blaze, such as loans.

### **eDOCUMENTS CONSENT**

By accepting the eDocuments Agreement and Disclosure, you agree to the electronic delivery of your periodic account statement(s), notices and other future disclosures required by law, promotional materials and newsletters via Digital Banking account access.

### **OBTAINING A COPY**

Statements and notices may be printed using Adobe Acrobat Reader's print function. You may request a paper copy be mailed to you at any time by contacting us at 651.215.3500 or 888.347.7473. You may be charged for the paper statement in accordance with Blaze's Fee Schedule.

### **ADDRESS CHANGES**

You must have an active, valid email account to use this service. You agree that it is your responsibility to notify Blaze of changes to your email, mailing address or other information changes. You also agree to examine each periodic account statement and report any irregularities or disputes to Blaze within sixty (60) days of when we first send or make the statement available as stated in the Personal Terms and Conditions or Business Terms and Conditions and Electronic Funds Availability Agreement and Disclosure.

### **eDOCUMENTS VIEWING REQUIREMENTS**

It is your responsibility to ensure that, if your Internet Service Provider filters your email for SPAM, your filter is set to allow emails from eDocuments@blazecu.com in order to receive monthly notifications when a periodic account statement or other notice is available online.

To access eDocuments you will need the following:

- Access to the Internet and an email address.
- An Internet browser that supports 128-bit encryption.
- A web browser that is able to read PDF documents or a current version of Adobe Acrobat Reader. To download Acrobat Reader, visit <https://get.adobe.com/reader/>.

### **SECURITY MEASURES**

We will use commercially reasonable measures consistent with industry standards to maintain a reasonable level of security over the information contained in your eDocuments. All information delivered via Digital Banking, including eDocuments, is password protected and encoded using 128-bit encryption to provide protection as it is transmitted over the Internet.

You agree that Blaze has no control as to the persons who have access to your personal computer and your password once they are in your possession. Blaze will not be liable for any unauthorized access to your personal computer or Digital Banking account using your password. You agree that it is your responsibility to initiate and maintain adequate procedures to prevent any unauthorized access to your personal computer or unauthorized use of your password.

## **DISCLAIMER OF WARRANTY**

We make no guarantees of any kind with respect to eDocuments and we do not warrant that the software program or that eDocuments will meet your specific requirements. We make no warranties of any kind, whether express or implied, with respect to the use and adequacy of the eDocuments services we provide under this agreement. We disclaim any and all implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

## **GOVERNING LAW/JURISDICTION/ SEVERABILITY**

This agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota and any applicable federal laws and regulations. You irrevocably submit to the jurisdiction of any federal or state court sitting in the State of Minnesota for any action that you bring and agree that, in any action brought under this agreement, venue shall be placed in Ramsey County. A determination that any part of this agreement is invalid or unenforceable will not affect the remainder of this agreement.

## **WITHDRAWAL OF CONSENT**

If you wish to receive statements and other notices in paper form through the U.S. mail in the future, you may discontinue participation in the eDocuments program by contacting us 651.215.3500 or 888.347.7473 or by changing your eDocuments status within Digital Banking.

Please allow five (5) business days for your request to be processed.

## **CHANGES TO THIS AGREEMENT**

Blaze reserves the right to terminate this agreement. The terms of this agreement may change upon thirty (30) days notice.

## **C. Blaze Credit Union Institution to Institution (I2I) Transfer Agreement and Disclosure**

**ACCEPTANCE.** By accepting this Agreement and by using I2I Transfer, you agree to all the terms, conditions and notices contained in this Agreement and accept responsibility for your use of I2I Transfer. Please read this Agreement carefully before accepting. We may amend these terms, and modify or cancel services and features we offer, from time to time without notice, except as may be required by law.

Any Account accessed through this service is also subject to the terms and conditions as set forth in the Personal Terms and Conditions, Electronic Funds Transfer Agreement and Disclosure, Privacy Policy, Personal Rates Schedule and the Personal Fee Schedule, which you should review carefully, as it may include transaction limitations and fees which might apply to your use of I2I Transfer.

**DEFINITION OF TERMS.** "ACH Network" means the funds transfer system, governed by the NACHA Rules, which provides funds transfer services to participating financial institutions.

"Business Day" Our business days are Monday through Friday, excluding federal holidays.

"Eligible Blaze Account" means your Blaze account that is eligible to be used with the I2I Transfer service and is enrolled in the service.

"Verified Account" means an account that you establish and control at another financial institution located in the United States that is enrolled in the I2I Transfer service.

"You", "Your" and "Your", mean each person who applies to use the service and each person who uses the service. The words "we", "our", "us", and "Credit Union" mean Blaze Credit Union.

**IMPORTANT.** To enroll in the I2I Transfer service you must consent to receive notices and information about the service electronically. You must have the ability to receive and retain electronic communications before you accept the terms of the user agreement for the I2I Transfer service. The agreement sets forth the terms and conditions under which you may from time to time request a transfer of funds in your Blaze account(s) to an account you establish and control at another financial institution or a transfer from that account to your Blaze account. These terms and conditions affect your rights and you should read them carefully. By accepting this agreement, you consent to receive information electronically and agree to the terms and conditions set forth in the agreement. Blaze reserves the right to provide information and notices about the I2I Transfer service to you by non-electronic means.

**SCOPE OF AGREEMENT.** This Agreement covers all funds transfers using the I2I Transfer service initiated by you from time to time through Blaze's Digital Banking service.

**DESCRIPTION OF SERVICE.** The I2I Transfer service enables you to request a transfer of funds: (1) from your Eligible Blaze Account to a Verified Account (you establish and control at another financial institution); or (2) from a Verified Account to your Eligible Blaze Account. We generally use the ACH Network to execute your I2I Transfer requests, but other methods of transfer may also be used. All requests must be made through our Digital Banking Service and are subject to the terms of the Personal Terms and Conditions, Electronic Funds Transfer Agreement and Disclosure and other applicable laws and regulations governing account transfers.

**AUTHORIZATION TO TRANSFER FUNDS USING THE I2I TRANSFER SERVICE.** You hereby represent and warrant to us that you own each Eligible Blaze Account and Verified Account and have full right and authority to all the funds on deposit therein. In addition, you authorize us to execute and charge your Eligible Blaze Account(s) for any I2I Transfer request to a Verified Account and from a Verified Account to your Eligible Blaze Account, including any related fee, subject to any applicable limit as to dollar amount and time delays to complete transfers when your I2I Transfer requests are made in accordance with the procedures established by Blaze. You understand and acknowledge that we have no obligation to execute any request for a transfer using I2I Transfer that is not initiated in accordance with such procedures. You further acknowledge that the acceptance and processing of an I2I Transfer request is subject to the terms and conditions stated in this Agreement, as amended from time to time. This authorization shall remain in full force and effect until you have informed Blaze by telephone at 651.215.3500 or 888.347.7473 that you have revoked your authorization and Blaze has had a reasonable opportunity to act on it.

**INFORMATION RELIED UPON BY BLAZE.** You acknowledge and agree that Blaze is relying upon the information you provide in originating an I2I Transfer on your behalf. Any errors in the information, including incorrect or inconsistent account names and numbers or the ABA number or name of the financial institution holding your Verified Account are your responsibility. Although you represent and warrant to us that you have established and control each Verified Account and describe it to us by name and account number (or any other number), you understand and agree that if I2I Transfer instructions



identify a Verified Account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. You understand that financial institutions holding your Verified Accounts may not investigate discrepancies between names and numbers. In addition, you agree that we have no responsibility to investigate discrepancies between names and account numbers.

**LIMITED POWER OF ATTORNEY.** In connection with any request to transfer funds using the I2I Transfer service, you hereby appoint Blaze as your Attorney-in-Fact and Agent to act in your name, in any and all capacities to originate deposits into or withdrawals from your Verified Accounts with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting such fund transfers, verifying the content and authenticity of any transfer instruction, complying with all applicable security procedures using the I2I Transfer service as provided in this Agreement until such time that this Limited Power of Attorney shall be deemed revoked. You acknowledge and agree that when we originate a request for a transfer using the I2I Transfer service, we are acting as your Agent. You agree to indemnify and hold Blaze harmless as your Agent under this Limited Power of Attorney.

**SECURITY PROCEDURES.** You agree that Blaze will initiate a funds transfer request for you only after you access your Eligible Blaze Account(s) through Digital Banking using the established login credentials. You acknowledge and agree that Blaze has established commercially-reasonable security procedures for the I2I Transfer service. You understand that the security procedures are designed to authenticate your identity before accepting a request for an I2I Transfer and not to detect errors in the content of your instruction.

**VERIFICATION OF ACCOUNTS AT OTHER FINANCIAL INSTITUTION.** After agreeing to this Agreement and providing any additional information requested, you may enroll accounts that you establish and control at other financial institutions (each, a "Third Party Account") in the I2I Transfer service. You authorize Blaze to verify your Third-Party Account through the use of a trial transfer, in which low value payments will be credited and/or debited to the account. Once the verification process is successful, each Third-Party Account will become a Verified Account.

**TRANSFER LIMITS.** I2I transfers are subject to both daily and periodic transfer limits. Current limits can be found in the I2I Transfer FAQs on [blazecu.com](http://blazecu.com).

**FEES AND CHARGES.** You understand and agree that you are responsible for paying all fees associated with your use of the I2I Transfer service. You authorize Blaze to charge your Eligible Blaze Account (or any other of your accounts at Blaze) for any fees and charges applicable to transfers requested through the I2I Transfer service in accordance with our Personal Fee Schedule in effect at the time you make an I2I Transfer request. Blaze reserves the right to change the fees charged for the use of the I2I Transfer service.

**EXECUTION OF A REQUEST FOR AN I2I TRANSFER.** Your request for an I2I transfer will be executed on the current Business Day so long as it is initiated by the cutoff time of 3:00 p.m. Central Time (CT). If your request for an I2I Transfer is received by Blaze on a day that is not a Business Day or on a Business Day after the established cut-off hour, we will not process your request until the next Business Day. Funds are credited to your recipient account within 3-4 Business Days.

**ACTIONS TAKEN UPON AN UNSUCCESSFUL I2I TRANSFER.** You may set up an alert to be notified when a funds transfer fails or check the Manage Online Activity to view transaction details so that you may contact the financial institution where your Verified Account is held in order to understand the reason for such failure.

**REJECTION OF AN I2I TRANSFER REQUEST.** Blaze reserves the right to reject your funds transfer request. We may reject your request if the dollar value of one or more of your transfer requests exceed your daily or monthly transfer limit, if you have insufficient available funds in your Eligible Blaze Account for the amount of the I2I Transfer, plus any applicable fee, if your request is incomplete or unclear, if Blaze identifies a security risk related to a requested transfer or if we are unable to fulfill your request for any other reason. You understand and agree that if Blaze rejects a request for an I2I Transfer for one or more of the reasons set forth above, you will be informed of the rejection during your online session or by e-mail as soon as we have determined to reject the request.

**CANCELLATIONS, AMENDMENTS OR RECALLS OF AN I2I TRANSFER REQUEST.** You may cancel or amend a funds transfer request only if Blaze receives your request prior to the execution of the funds transfer request, and at a time that provides us with a reasonable opportunity to act upon that request. If your funds transfer request has been executed by Blaze, you understand and agree that the request to recall or amend the funds transfer will be effective only with the voluntary consent of the financial institution holding the Verified Account. If you decide to recall or amend your funds transfer and your request has already been executed by us, you will first have to check with the beneficiary financial institution to determine whether or not the beneficiary financial institution will return your funds. If the beneficiary financial institution confirms that the funds are returnable and agrees to do so, once the funds are returned to us by the beneficiary financial institution, we will return the funds to you. The amount that is returned to you may be less than you originally transferred because of service charges of the beneficiary financial institution and/or Blaze. Blaze shall not be liable to you for any loss resulting from the failure of the beneficiary financial institution to agree to a recall or amendment of your funds transfer request.

**TRANSFERS SUBJECT TO THE RULES OF THE THIRD-PARTY ACCOUNTS.** Additionally, all funds transfers are also subject to the rules and regulations governing the relevant Third-Party Accounts. You agree not to request any I2I Transfer from or to Verified Accounts that are not allowed under the rules or regulations applicable to such accounts.

**DELAYS, NON-EXECUTION OF FUNDS TRANSFER REQUEST.** You agree that Blaze shall not be responsible for any delay, failure to execute, or mis execution of your funds transfer request due to circumstances beyond our reasonable control. This may include, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of your funds transfer request to the financial institution or execution of such request by the financial institution, whether caused by strikes, power failures, equipment malfunctions, or acts or omissions of any intermediary bank or beneficiary bank. Blaze makes no warranties, express or implied, including the failure of any intermediary bank or beneficiary bank to credit your Verified Account with the amount of funds transfer after receipt of same with respect to any matter.

**UNAUTHORIZED I2I TRANSFER.** You understand that if you think that your access credentials for Digital Banking have been compromised or an unauthorized I2I Transfer or other type of online transaction has

been made from one of your accounts, you must notify Blaze immediately by telephone at 651.215.3500 or 888.347.7473, or, if you are unable to call us, contact us in writing at:

Blaze Credit Union  
2025 Larpenteur Ave W  
Falcon Heights, MN 55113

By providing such prompt notice, you may limit your personal liability for unauthorized transfers.

**SIGNIFICANCE OF EMAIL NOTICES ABOUT THE I2I TRANSFER SERVICE.** You agree that all email notices sent to you regarding status of your I2I Transfer requests are simply service messages and will not constitute a transaction receipt or an official bank record with respect to an I2I Transfer. You acknowledge and agree that these notices will be sent to the email address contained within the Digital Banking Service you provide during your enrollment in the service, even if you have informed Blaze separately in the past (or choose to do so in the future) to not send you marketing messages at that same email address.

**MEANS OF TRANSFER.** You understand that Blaze uses a variety of banking channels and facilities to make funds transfers but will ordinarily use the ACH Network. Blaze may choose any reasonable means that we consider suitable to complete a transfer that you request using the I2I Transfer service. You authorize Blaze to choose the means we deem suitable to cause each of your I2I Transfer requests to be completed successfully. These other choices include banking channels, electronic means, funds transfer systems, regular or express mail, courier, telecommunications services, intermediary banks and other organizations. You agree to be bound by the rules and regulations that govern any applicable funds transfer systems, including, but not limited to, the ACH Network, NACHA, Federal Reserve System and Clearing House Interbank Payment System (CHIPS).

**CURRENCY OF FUNDS TRANSFER.** The I2I Transfer service is available for funds transfers to Verified Accounts in the United States only and are made in U.S. dollars only.

**NO UNLAWFUL OR PROHIBITED USE.** As a condition of using the I2I Transfer service, you warrant to us that you will not use the I2I Transfer service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the I2I Transfer service in any manner that could damage, disable, overburden, or impair the I2I Transfer service or interfere with any other party's use and enjoyment of such service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the I2I Transfer service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

**SERVICE CHANGES AND DISCONTINUATION.** We may modify or discontinue the I2I Transfer service, with or without notice, without liability to us at any time. Blaze reserves the right, subject to applicable law and regulation, to terminate your right to use the I2I Transfer service at any time and for any reason, including, without limitation, if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of the terms of this Agreement or, if you provide Blaze with false or misleading information or interfere with other users or in the administration of the I2I Transfer service.

**PROPRIETARY RIGHTS.** You acknowledge and agree that Blaze and its agents own all rights in and to the I2I Transfer service. You are permitted to use the I2I Transfer service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile the technology for the I2I Transfer service or any of Blaze's other services or technology.

**INDEMNITY.** In consideration of the Agreement by Blaze to act upon your request to make an I2I Transfer in the manner provided in this Agreement, you agree to indemnify and hold Blaze, its directors, officers, employees and agents harmless from and against any and all claims, suits, judgments, executions, liabilities, losses, damages, costs, and expenses (including reasonable attorney's fees) in connection with or arising out of your acting upon I2I Transfer instructions pursuant to this Agreement. This indemnity shall not be effective to relieve and indemnify Blaze against its gross negligence, bad faith, or willful misconduct.

**CLAIMS; LIMITATION OF LIABILITY; NO WARRANTY.** You agree that within sixty (60) days after we send your statement, you will tell Blaze of any errors, delays, or other problems related to your request. If your funds transfer request is delayed or erroneously executed as a result of our error, Blaze's sole obligation to you is to pay or refund such amounts as may be required by applicable law. Any claim for dividends payable by us shall be at our published savings account rate in effect within the state of the home financial center of the account from which the funds transfer was made.

You agree that Blaze shall not be liable for any costs, fees, losses or damages of any kind incurred as a result of (1) your granting us authority to verify a third party account; (2) your debit and/or credit of a Verified Account or your inability to debit and/or credit such account(s) in accordance with your I2I Transfer instructions; (3) any inaccurate or incomplete information received from another financial institution in connection with verifying a third party account or executing a transfer with a Verified Account; (4) any charges imposed by the financial institution holding a Verified Account; and (5) any transfer limitations set by a financial institution holding a Verified Account.

In no event shall Blaze be responsible for any incidental or consequential damages or expenses arising in connection with your I2I Transfer request. Except as may be expressly set forth in this Agreement, Blaze, its directors, officers, employees and agents hereby disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement of intellectual property or third-party rights. Blaze makes no warranty or representation regarding the results that may be obtained from the use of the I2I Transfer service, the accuracy or reliability of any information retrieved by Blaze from any financial institution holding any Verified Account or that the I2I Transfer service will meet any requirements of any user, be uninterrupted, timely, secure or error free.

**AMENDMENTS.** You agree that Blaze reserves the right to change the terms and conditions of this Agreement as required by law or our policy. Unless otherwise required by law, Blaze may amend this Agreement without prior notice to you. If we choose to notify you of an amendment or are required to do so by law, Blaze may ask you to agree to an amended version of this Agreement electronically, or mail or deliver a separate notice, statement message or electronic message to you at the last address we have on file for you.

**GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Minnesota and federal law, as applicable.

**ELECTRONIC CONSENT AND ACCEPTANCE OF TERMS AND CONDITIONS.** In order to enroll to use the I2I Transfer service, you consent to receive and accept the terms and conditions of the Transfer Agreement for I2I Transfer service, and any amendments to it, electronically. In the event any change to this Agreement requires prior notice to you, Blaze will notify you by email, at the email address you have provided for notices pertaining to this service, of the new or different terms and conditions or will provide you with a link within such email where you may view the new or different terms and conditions on a web site. You understand and agree that Blaze reserves the right to provide any such notices to you in printed form. You may view your transaction history by logging into Digital Banking and looking at your account activity. Your account activity is also included on the periodic statements we provide you. You may withdraw your consent to having this information provided to you electronically by contacting us by telephone at 651.215.3500 or 888.347.7473, however, by doing so you understand that you will terminate your right to use the I2I Transfer service. Withdrawing your consent in this manner will not prevent you from re-enrolling for the I2I Transfer service.